the old methods of transportation there was some reason for saying that a passenger must accompany his baggage so that he might look after it in case of emergency or immediately claim it on his arrival at his destination. But in modern times the reasons for the old rule no longer apply. Baggage is in the exclusive control of the carrier and is often not even carried on passenger trains. The carrying of baggage is no longer a matter of grace, but is a distinct duty of the carrier, and a ticket entitles the purchaser not only to be carried but to have his baggage carried as well. Having paid both privileges, it is difficult to see why the buyer must avail himself of both to have the benefit of one. See *Alabama Gt. Southern R. Co.* v. *Knox, supra.*

CONTRACTS—AGENCY—IS AUTHORIZATION TO SELL LAND ON COMMISSION A MERE REVOCABLE OFFER.—Action for breach of contract: P (a broker) alleged as the basis of the contract that he had received from D a written instrument giving him "exclusive sale" of certain property, and that he had spent time and money in reasonable efforts to procure a purchaser. The instrument in question was entitled a "contract" in its head-note, but it was simply an exclusive authorization to sell on commission basis (no time limit set), and was signed solely by D. *Held,* facts sufficiently set out a contract. *Harrison* v. *McPherson* (Conn., 1922), 115 Atl. 723.

The court regarded the instrument as an offer of employment, and the work and expense undergone in reliance thereon as an acceptance. The propriety of the holding must depend upon what sort of a contract and acceptance the offer contemplated. If it merely contemplated a unilateral contract to pay a certain commission in case P produced a purchaser, then there was no contract formed for lack of both acceptance and consideration. But the offer might in substance and effect, even though not expressly, be to pay a certain commission in case of sale if the broker put the property on his books or in his lists or advertisements, etc. Here also the offer would contemplate a unilateral contract, but the act of acceptance would be the preliminary work of listing the property, or doing whatever else the offer called for. If the instant case had been decided on the construction of the particular offer involved, we might question the validity of the court's construction, but not of the law laid down. In this event it would simply be in line with the strong desire courts in general seem to manifest in working out a valid contractual basis in these brokerage cases. *Goward* v. *Waters,* 98 Mass. 596; *Attix* v. *Phelan,* 5 Iowa 336; *Axe* v. *Tolbert,* 179 Mich. 556; *Rowan* v. *Hull,* 55 W. Va. 335. It does not appear, however, that the court put its decision upon the construction of the particular offer made by this defendant. Apparently the court lays down the broad rule that where an authority to sell on commission is given, and the offeree makes a reasonable effort to procure a purchaser and spends time and money in so doing, there is a contract formed that requires the offer of commission to be kept open for the time stipulated, or, if none is stipulated, for a reasonable time. The exact basis and nature of this contract is not clear. It certainly is somewhat difficult to square with the general theory governing

offers to unilateral contracts, and a recent New Jersey case emphatically repudiates it. *Ettinger* v. *Loux,* 115 Atl. 384. The court in the latter case insists that such an authority is merely an offer toward a unilateral contract, to be accepted by finding a purchaser, and subject to revocation like any other simple offer prior to acceptance by performance of the act contemplated. But so extensive is this solicitude for the broker that what we might term the "mere assumption" of the existence of a contract is not altogether uncommon in these cases. *Gregory* v. *Bonney,* 135 Cal. 589; *Harrison* v. *Augerson,* 115 Ill. App. 226 (a case almost identical with *Ettinger* v. *Loux, supra*); *Hartford* v. *McGillicudy,* 103 Me. 224; *Hartwick* v. *Marsh,* 96 Ark. 23; *Black* v. *Snook,* 204 Pa. 119. It is probably but another illustration of the growing inclination to restrict the offeror's right to revoke in these cases, by treating it as a bilateral contract and the offeree's commencement of performance as the counter promise, *Rowan* v. *Hull, supra; Lapron* v. *Flint,* 86 Minn. 376, *semble* (compare argument in *Offord* v. *Davies,* 12 C. B. N. S. 748); or by implying in effect a collateral offer to keep the principal offer open, whenever the act of acceptance required by the latter will necessarily involve time and expense for its performance. *Jaekel* v. *Caldwell,* 156 Pa. 266; *Dodge* v. *Childers,* 167 Mo. App. 448. Professor McGovney advances this latter theory with considerable plausibility in an article in 27 HARV. L. REV. 654, and Sir Frederick Pollock, in 28 LAW QUARTERLY REV. 101, maintains strenuously that the right of revocation in these cases ought not as a matter of principle, and does not as a matter of fact, exist. Sir Frederick answers the objection of logical difficulties by insisting that "law exists for the convenience of mankind, not for the training of logicians." Excellent discussions of the problem appear in 26 YALE L. J. 193-196; WILLISTON ON CONTRACTS, § 60, and MECHEM ON AGENCY (with reference to brokerage cases), § 2451 *et seq.*

CONTRACTS—INDEFINITE WAIVER OF STATUTE OF LIMITATIONS.—Plaintiff executed his promissory note with a provision waiving all his rights under the statute of limitations. After the lapse of the statutory period from the maturity of the note, the defendant brought suit and recovered judgment. In an action to set the judgment aside, *held,* the provision waiving the statute, since it was for an indefinite time, was void. *First National Bank* v. *Mock* (Colo., 1922), 203 Pac. 272.

Whether or not an agreement to waive the benefit of the statute of limitations is valid is in dispute. Those courts which hold that such an agreement is void do so on the ground that the statute of limitations, being a statute of repose, is essential to the security of all men, and that it would be contrary to public policy to allow parties to waive its benefits. *Wright* v. *Gardner,* 98 Ky. 454; *Crane* v. *French,* 38 Miss. 503; *Ann. Cas.* 1916 A 686. On the other hand, the courts which hold that such an agreement is valid say that no principle of public policy is violated because the statute of limitations was designed for the benefit of the debtor, and if he wishes to contract away this privilege he may do so. *Parschen* v. *Chessman,* 49 Mont.